

**OSTER**  
**Researching Services**

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010582625

April 4, 1995

RECORDATION NO. 16797-H FILED 1425  
APR 4 1995 11 00 AM  
INTERSTATE COMMERCE COMMISSION

RECEIVED  
OFFICE OF THE  
SECRETARY  
APR 4 10 59 PM '95  
LICENSING BRANCH

Mr. Vernon Williams  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed is a Termination Agreement dated 3/30/95 which terminates a Locomotive Lease Agreement dated 3/12/90, ICC Recordation #16797, in respect to the following railroad equipment:

9, EMD SD40-2 3000 HP Locomotives  
DME 6359-6364; 6384; 6386; 6387

Please file this Termination Agreement as a secondary document to ICC Recordation #16797. The filing fee of \$21 is enclosed. Thank you for your assistance.

Sincerely,

*Mary Ann Oster*

Mary Ann Oster  
Research Consultant

Enclosures

*Counter parts - Mary A Oster*

TERMINATION AGREEMENT

APR 4 1995 - 11 00 AM

THIS TERMINATION AGREEMENT ("Termination Agreement") to the Locomotive Lease Agreement dated as of March 12, 1990, as amended (the "Lease"), between HELM FINANCIAL CORPORATION ("Lessor") and DAKOTA, MINNESOTA & EASTERN RAILROAD CORPORATION ("Lessee") is made as of March 30, 1995 between Lessor and Lessee.

**R E C I T A L S:**

- A. Lessor and Lessee are parties to the Lease pursuant to which the nine (9) locomotives bearing the reporting mark and numbers DME 6359-6364, 6384, 6386 and 6387 (the "Unit(s)") were leased by Lessor to Lessee.
- B. Lessor desires to sell to Lessee and Lessee desires to purchase from Lessor the Units prior to the date on which the Fixed Term of the Lease expires for the Units.
- C. To effect the sale of the Units to Lessee, Lessor and Lessee have entered into the Agreement of Purchase and Sale dated March 30, 1995 ("Purchase Agreement").
- D. Lessor and Lessee desire to terminate the Lease early for the Units.

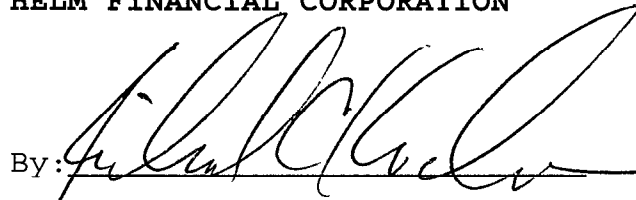
**NOW THEREFORE**, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

- 1. Effective on the date Lessor receives the purchase price for the Units, pursuant to the provisions of the Purchase Agreement, the Lease shall be terminated ("Termination Date").
- 2. Any obligations under the Lease with respect to any Unit incurred prior to such Termination Date shall survive the termination of the Lease with respect to such Unit. Any obligations of either party, the terms of which provide that they shall survive termination of the Lease, shall survive, including without limitation indemnity obligations.

IN WITNESS THEREOF, Lessor and Lessee each pursuant to due authority have caused this Termination Agreement dated March 30, 1995 to be signed in their respective corporate names on the dates indicated below their signatures.

LESSOR

HELM FINANCIAL CORPORATION

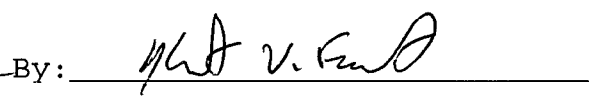
By: 

Title: President

Date: March 30, 1995

LESSEE

DAKOTA, MINNESOTA & EASTERN  
RAILROAD CORPORATION

By: 

Title: CFO, Treasurer

Date: 3-31-95

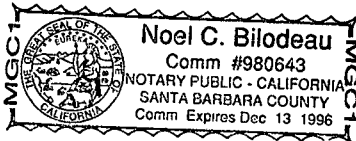
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On March 30, 1995, before me, Noel C. Bilodeau, personally appeared Richard C. Kirchner, President of **HELM FINANCIAL CORPORATION**,

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Noel C. Bilodeau  
SIGNATURE OF THE NOTARY

Minnesota  
STATE OF ~~SOUTH DAKOTA~~ )  
Hennepin ) §  
COUNTY OF ~~BROOKINGS~~ )

On this 31st day of March, 1995, before me personally appeared Kurt V. Feaster, to me personally known, who, being by me duly sworn, says that he is CFO, Treasures of **DAKOTA, MINNESOTA & EASTERN RAILROAD CORPORATION**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Pauline A. Glendenning  
Notary Public

My Commission Expires: Jan. 31, 2000

[Notarial Seal]

